

RECORDING REQUESTED BY:
United States Navy
BRAC Program Management Office West
1455 Frazee Road, Suite 900
San Diego, California 92108
Attention: Christopher E. Haskett
Lead Real Estate Contracting Officer

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Southern California Region
5796 Corporate Ave.
Cypress, California 90630
Attention: John E. Scandura, Chief
Southern California Operations,
Office of Military Facilities

California Regional Water Quality Control
Board, Santa Ana Region
3737 Main Street, Suite 500
Riverside, California 92501-3348
Attention: Gerard J. Thibeault,
Executive Officer

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 NO FEE

2006000483641 10:24am 07/20/06

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

N4769206RP06X01
COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: former Marine Corps Air Station Tustin) Operable Unit-3
(See Legal Description, Exhibit A)

This Covenant and Agreement ("Covenant") is made by and between the United States of America acting by and through the Department of the Navy ("Covenantor"), the current owner of property, situated in the City of Tustin, County of Orange, State of California, described and depicted as Operable Unit ("OU")-3 in Exhibits A and B, respectively, which are attached and incorporated herein by this reference ("Property"), and

N4769206RP06X01
5 Jun 2006

*Exempt
From Fees
Pursuit to Code
Govt 6103*

*IT
SP
NF
CC*

the California Department of Toxic Substances Control ("Department"), and the California Regional Water Quality Control Board, Santa Ana Region ("RWQCB"). The Covenantor, Department, and RWQCB, collectively referred to as the "Parties", intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment. The Covenantor, Department, and RWQCB have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous material as defined in California Health and Safety Code section 25260, and enters into this Covenant in accordance with Health and Safety Code section 25355.5 and California Civil Code section 1471. In addition, pursuant to Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") section 104 (42 U.S.C. § 9604), as delegated to the Covenantor by Executive Order 12580, ratified by Congress in 10 United States Code section 2701 et seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 Code of Federal Regulations part 300, and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as the result of the presence on the land of hazardous substances as defined in CERCLA section 101 (42 U.S.C. § 9601).

The Covenantor currently has legal title and interest in the Property sufficient to enter into and record this Covenant and to provide for continuing enforcement of the restrictions contained in this Covenant. This Covenant shall be enforceable against the Property and any portion thereof in that it shall run with the land to all successors and assigns as provided in this Covenant. Further, in any subsequent transfers or conveyances of the Property's title by the Covenantor to non-federal entities the Covenantor shall insure that any such subsequent

deed or transfer contains protective restrictions that are consistent with this Covenant and provide a right of access and power to inspect the Owner's or Occupant's compliance with such restrictions.

ARTICLE I

STATEMENT OF FACTS

1.01 The Covenantor and the Department entered into a Federal Facility Site Remediation Agreement ("FFSRA") on August 18, 1999, pursuant to which Covenantor agreed to investigate and respond to releases of CERCLA hazardous substances at the former Marine Corps Air Station ("MCAS") Tustin. The Moffett Trenches and Crash Crew Burn Pit site at MCAS Tustin has been designated as OU-3 and is also known as Installation Restoration Program ("IRP") Site 1 ("IRP-1").

OU-3 is located at MCAS Tustin, in the County of Orange, State of California, and is generally bounded to the northeast by the southern edge of Edinger Avenue, to the northwest by the western edge of the access road on the northwest edge of the Jamboree Road roadbed fill (approximately 20 feet west of the landfill gas probes), to the southwest by the toe of the northern concrete support structure for the Jamboree Road overpass above Moffett Drive, and to the southeast by the western edge of the Peters Canyon Channel bottom where it meets the containment remedy wall or western channel bank.

OU-3 was investigated by Covenantor as provided in the FFSRA and addressed in the OU-3 Record of Decision ("ROD")/Remedial Action Plan ("RAP") issued and approved on December 20, 2001. The OU-3 ROD/RAP selected a surface cover and containment wall along Peters Canyon Channel; a landfill gas, groundwater and surface water monitoring program; associated land use restrictions; and a contingency plan as the remedial action for

OU-3. This remedial action was determined to be adequately protective of human health and the environment and to comply with federal and state requirements.

The OU-3 ROD/RAP provided that the Covenant must provide for access for Department, the RWQCB, and other regulatory agencies that have jurisdiction, including any contractor or representative acting at the direction of any such aforementioned entity. The areas of applicability of the restrictions set forth in this Covenant are referred to as the "Property" and are more particularly described and depicted in Exhibit A and B, respectively.

The Covenantor issued a Finding of Suitability for Transfer ("FOST") dated September 29, 2004, to transfer the Property. The Department concurred with this FOST on 17 September 2004.

ARTICLE II

DEFINITIONS

2.01 Covenantor. "Covenantor" shall mean the United States of America Acting through the Department of the Navy.

2.02 Department. "Department" shall mean the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 Occupant. "Occupant" shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.04 Owner. "Owner" shall mean the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.05 RWQCB. "RWQCB" shall mean the California Regional Water Quality Control Board, Santa Ana Region and includes its successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and any associated monitoring and other equipment shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are to be construed to be consistent with the separate Restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Covenantor to its successor in interest. Each and every Restriction: (a) runs with the land in perpetuity pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) shall apply to and bind all subsequent Owners and Occupants of the Property; (d) is for the benefit of, and is enforceable by the Department and RWQCB; and (e) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the Owners, heirs, successors, and assigns. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and RWQCB.

3.03 Written Notification. Upon a determination that a hazardous substance is present upon or beneath any portion of the Property, Owner and/or Occupant shall provide a written notification of the hazardous substance pursuant to Health and Safety Code section 25359.7. Specifically, prior to the sale, lease, or rental of the Property or any portion thereof,

the Owner or lessor shall give the buyer, lessee, or renter notice that a hazardous substance is located on or beneath the Property. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds, Leases, or Rental Agreements. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements for any portion of the Property to which they are in effect and applicable.

3.05 Conveyance of Property. The Owner shall provide notice to the Covenantor, Department and RWQCB not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and RWQCB shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Costs of Administering the Covenant to be paid by Owner. The terms of this Covenant run with the land and will continue in perpetuity unless a variance is granted pursuant to section 6.01, or unless terminated pursuant to section 6.02. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. The Owner acknowledges that California Code of Regulations, title 22, section 67391.1(h) requires that the Owner pay Department's cost associated with the administration of this Covenant. The Department may choose to enforce the terms of this Paragraph 3.06 according to the terms in Paragraph 5.01. Notwithstanding Civil Code section 1466, in the event that property ownership changes between the times the Department incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs. This Paragraph 3.06

does not apply to Covenantor, as "Owner" is not defined to include Covenantor, except to the extent of the Covenantor's obligations pursuant to CERCLA.

ARTICLE IV

RESTRICTIONS

4.01 Prohibited Uses. The Property shall not be used for any of the following purposes, as documented in the Record of Decision/Remedial Action Plan, Operable Unit 3, December 20, 2001, unless otherwise approved by both the Department and RWQCB as provided in sections 6.01 or 6.02 of this Covenant:

- a. A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation,
- b. a hospital for humans,
- c. a school for persons under 21 years of age, or
- d. a day care facility for children.

4.02 Prohibited Activities.

a. There shall be no land disturbing activity, including but not limited to, any activity that may disturb or otherwise affect the integrity of the containment wall and channel bed's structural integrity, construction of facilities, structures, or appurtenances or irrigation, landscaping, groundwater extraction, or installation of wells of any kind, on the surface of the Property unless prior review and written approval are obtained from the Department, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity, except as provided in subparagraph b, below. There shall be no excavations within the Property prior to taking any necessary measures to locate the depth of the High-Density Polyethylene (HDPE) liner to verify that excavation will not damage the HDPE liner.

b. No prior review and written approval of Department, RWQCB, or other regulatory agencies that have jurisdiction over the proposed activity are required for shallow excavation to a depth not greater than 5 feet below the ground surface or to the HDPE liner, whichever is closer to the ground surface, so long as the verification of the HDPE liner location required under subparagraph a above has been conducted. If the HDPE liner or waste is encountered in the course of any excavation, the excavation shall be stopped immediately and the Covenantor, Department, RWQCB, and other regulatory agencies that have jurisdiction over the activity shall be notified by the party responsible for the excavation.

c. There shall be no irrigation, landscaping, or planting activities within the Property prior to submittal of an irrigation and landscaping plan to, and prior review and written approval by, the Department, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity in order to ensure that such activities do not jeopardize the integrity and performance of the containment remedy.

d. No groundwater shall be extracted and no new groundwater wells shall be installed within the Property without prior review and written approval from the Department, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity.

e. The French drain system, sumps, monitoring wells, landfill gas monitoring probes (LFGPs), survey monuments, signs describing use restrictions, fencing, or monitoring equipment within the Property shall not be removed or damaged without prior review and written approval of the Department, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity.

f. Monitoring Wells 1001BC49S, 1001MW52S, 1001MW52D, 1001MW50D, 1001BC50S, 1001MW53D, 1001MW53S, and LFGPs 1001LFGP1, 1001LFGP2,

1001LF3P3, and sumps N and S, and any other associated monitoring equipment (Exhibit C) required during the post-ROD phase before or after the conveyance shall not be altered, disturbed, or removed without the prior review and written approval of the Covenantor, Department, and RWQCB, and other regulatory agencies that have jurisdiction over the activity.

g. Easement: The Covenantor has granted a perpetual easement to the Orange County Flood Control District (OCFCD) through the OU-3 Property for the construction, installation, maintenance, operation, and repair of Peters Canyon Channel (OCFCD 1963). In general, this easement allows improvements (including widening, deepening, and concreting) to the channel by the OCFCD at no cost to the Covenantor or the Owner (as defined in the Covenant), provided that the improvements are in accordance with plans approved by the Covenantor and the Owner and that the OCFCD replaces, to the satisfaction of the Covenantor and the Owner, any of the Covenantor or Owner's improvements to the OU-3 Property that may be damaged. There shall be no improvements effecting Peters Canyon Channel, including widening, deepening, and concreting, without the prior approval of a plan by the Covenantor and the GRANTEE, its successors and assigns, during their ownership of the OU-3 Property. The language contained in the easement grant serves as part of the remedy for OU-3. The Covenantor and the GRANTEE, its successors and assigns, agree not to approve any work pertaining to the easement that could violate the terms of the Covenant without the written concurrence of the Department and RWQCB.

h. Easement: The Irvine Company (subsequently assigned to the City of Tustin) has a perpetual easement for the construction, operation, maintenance, repair, and replacement of a portion of Jamboree Road (that crosses the Property). The City of Tustin, or its

successors, shall not repair, replace, or otherwise disturb the concrete surface of Jamboree Road, within the boundaries of the OU-3 Covenant Parcel, without the prior approval of a plan by the Covenantor. As that portion of Jamboree Road is included in the deed that transfers the Property to the City of Tustin, the easement will be extinguished. This language was contained in the easement grant as part of the remedy for OU-3. The Owner agrees not to conduct any work that could violate the terms of this Covenant without the written concurrence of the Department and RWQCB.

i. The owner and future owners must comply with all terms and conditions relating to land-use Restrictions set forth in the OU-3 Record of Decision/Remedial Action Plan (ROD/RAP), as encompassed in this Covenant.

j. The owner and future owners must notify subsequent future owners of all land use Restrictions and access provisions set forth herein.

4.03 Access for Department and RWQCB. The Department and RWQCB, and other regulatory agencies that have jurisdiction, including any contractor or representative acting at the direction of any such aforementioned entity, shall have a reasonable right of entry and access to the Property, for purposes of sampling, inspection, monitoring, maintenance, well closure, and other activities relating to ensuring the integrity of the remedy and consistent with the purposes of this Covenant. The Department and RWQCB shall give the Owner or Occupant reasonable prior written notice of such activities and make reasonable efforts to minimize interference with the ongoing use of the Property.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department to require that the Owner modify or remove any improvements ("Improvements" herein shall include, among other things, all earthen fills, caps, piers, structures, buildings, roads, driveways, paved parking areas, and landscaping) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, MODIFICATION, AND TERM

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to the Department and RWQCB for a written variance from the provisions of this Covenant. Any such application to the Department shall be made in accordance with Health and Safety Code section 25233. Any such application to the RWQCB shall be made to the Executive Officer. The Department and RWQCB will grant the variance only after finding that such a variance would be protective of human health, safety, and the environment.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, may apply to the Department and RWQCB for a termination of one or more of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Any such application to the Department shall be made in accordance with Health and Safety Code section 25234. Any such application to the RWQCB shall be made to the Executive Officer, who shall grant the termination if he or she finds that the Restrictions are no longer necessary to protect present or future health or safety or the environment. The Executive Officer's

determination may be appealed to the Regional Board. Any termination of the Restrictions or other terms of this Covenant shall be effective only if both the Department and RWQCB grant the termination. No termination of this Covenant shall extinguish or modify any covenants, assurances, or right of access provided pursuant to CERCLA section 120(h)(3) in any deed by which the Covenantor conveys the Property.

6.03 Modification of this Covenant. If all of the Parties agree in writing in a legally recordable form to a modification of this Covenant, such modification, upon recording, shall be in effect as if it were included in this original Covenant. Prior to any modification under this Paragraph, the signatories shall assess whether any proposed modification is consistent with the protection of present or future human health or safety or the environment. Nothing in this sentence shall be construed to limit in any way the Department's and RWQCB's ability to exercise their ability to exercise their authority under Paragraphs 6.01 or 6.02 of this Covenant.

6.04 Term. This Covenant shall run with the land and continue in effect in perpetuity unless ended in accordance with the Termination Paragraph 6.02 above, by law, or by the Department and RWQCB under this Paragraph 6.04. Upon the Department and RWQCB making a determination that any or all of the Restrictions on the use of the Property are no longer necessary to protect present or future human health or safety or the environment, the Department and RWQCB shall promptly record a release terminating this Covenant or the relevant Restriction. In making such a determination, the Department and RWQCB shall make a finding that the circumstances that created the necessity for the Restrictions have since been sufficiently investigated, removed, or altered in a manner that allows a determination

that there is no significant existing or potential hazard to present or future human health, safety, or the environment.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with Exhibits A and B, C, and D in the County of Orange within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Annual Reporting Requirements. The ROD and Land-Use Control Implementation and Certification Plan, Operable Unit 3, May 2003 ("LUCIP") require annual reporting to address the monitoring and maintenance necessary to ensure compliance with the Restrictions and terms of the Covenant. Submission by Owner of the Covenantor's form, Institutional Controls Annual Field Inspection Log ("Log"), shall be deemed to comply with the terms of this Paragraph 7.03. An example of the Log is contained in Table 5-2 of the LUCIP, which is attachment F to the Final Operation and Maintenance Plan for OU-3 and attached as Exhibit D to this Covenant. After recording of the Covenant, the annual report shall be provided to Covenantor, the Department, and RWQCB by January 15th of each calendar year. The annual report shall be sent by certified mail with return receipt and signature required and it shall be sent to the Covenantor, Department and RWQCB pursuant to Paragraph 7.04 of this Covenant.

7.04 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:	United States Navy BRAC Program Management Office West 1455 Frazee Road, Suite 900 San Diego, CA 92108 Attention: Director
To Department:	Department of Toxic Substances Control Southern California Region 5796 Corporate Ave. Cypress, California 90630 Attention: Chief Southern California Operations Office of Military Facilities
To RWQCB:	California Regional Water Quality Control Board, Santa Ana Region 3737 Main Street, Suite 500 Riverside, California 92501-3348 Attention: Executive Officer
To Tustin:	City Manager City of Tustin 300 Centennial Way Tustin, CA 92680

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the

surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.06 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference. Exhibits include:

Exhibit A OU-3 Property Legal Description

Exhibit B Diagram of Property

Exhibit C OU-3 Monitoring Wells, LFGPs, and Sumps Diagram

Exhibit D Institutional Controls Annual Field Inspection Log

7.07 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.08 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.09 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR:

UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

By: *Christopher E. Haskett*
CHRISTOPHER E. HASKETT
Real Estate Contracting Officer

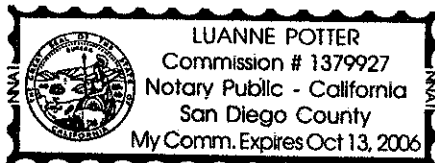
Date: 18 July 2006

State of California }
 } SS
County of San Diego }

On 18th JULY 2006 before me, LUANNE POTTER,

a Notary Public, personally appeared CHRISTOPHER E. HASKETT,

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Luanne Potter
Notary Public

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By:

JOHN SCANDURA

Chief, Southern California Operations
Office of Military Affairs

Date:

June 28, 2006

State of California}

} SS

County of ORANGE }

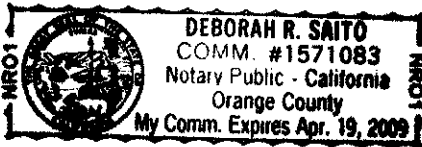
On June 28, 2006 before me, DEBORAH R. SAITO,

a Notary Public, personally appeared

JOHN SCANDURA

Personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her-their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Deborah R. Saito

Notary Public

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5 Jun 2006

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
SANTA ANA REGION

By: 
GERARD J. THIBEAULT
Executive Officer

Date: 7-13-06

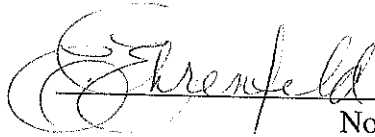
State of California }
 } SS
County of Riverside }

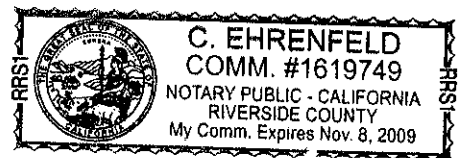
On July 13, 2006 before me, C Ehrenfeld

a Notary Public, personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Legal Description

Exhibit "A"

OU-3 Covenant Parcel

1 In the City of Tustin, County of Orange, State of California, being that portion in Lot 189
2 of Block 62 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of
3 Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through
4 39 inclusive of Records of Survey, both of the records of said County, described as
5 follows:

6
7 Beginning at the intersection of the southwesterly line of Edinger Avenue as shown on said
8 Record of Survey with the northwesterly line of Parcel No. F6-401 described in the Grant
9 of Easement recorded August 19, 1963 in Book 6681, Page 721 of Official Records of said
10 County, said southwesterly line being a curve concave northeasterly having a radius of
11 1860.00 feet, a radial line to said curve bears South 61°17'09" West as shown on said
12 Record of Survey; thence southeasterly along said curve 39.67 feet through a central angle
13 of 1°13'20", thence leaving said southwesterly line South 42°18'55" West 210.00 feet;
14 thence South 46°13'36" West 110.00 feet; thence South 52°29'54" West 63.00 feet;
15 thence South 46°00'16" West 333.00 feet; thence South 49°08'08" West 36.10 feet;
16 thence South 45°59'22" West 436.00 feet; thence South 47°07'38" West 60.00 feet;
17 thence South 39°48'15" West 35.00 feet; thence South 42°25'57" West 35.00 feet;
18 thence South 21°42'58" West 35.00 feet; thence South 44°21'51" West 20.00 feet;
19 thence North 49°19'04" West 329.88 feet; thence South 47°21'06" West 1.51 feet;
20 thence North 49°19'54" West 33.32 feet; thence North 42°46'59" East 140.37 feet;
21 thence North 40°43'10" East 200.38 feet; thence North 48°52'43" East 41.82 feet;
22 thence North 41°41'02" East 94.73 feet; thence North 39°49'21" East 107.74 feet;
23 thence North 42°15'52" East 411.12 feet; thence North 45°27'43" East 87.68 feet;
24 thence North 48°33'22" East 94.05 feet; thence North 56°02'27" East 59.08 feet;
25 thence North 65°11'02" East 73.27 feet; thence North 52°54'57" East 221.30 feet to a point
26 on a curve concave to the west having a radius of 835.00 feet, a radial line to said curve
27 bears North 75°31'08" East, said point also being the east line of that certain 80 foot wide

PSOMAS

Legal Description

Exhibit "A"

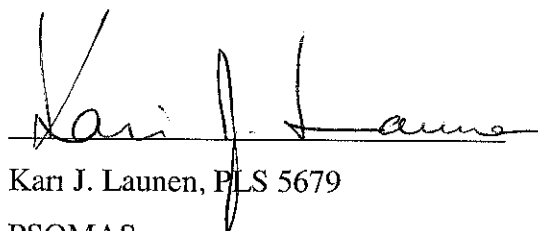
OU-3 Covenant Parcel

1 easement conveyed to Orange County Flood Control District as Parcel F10-101 per said
2 document recorded in Book 6681, Page 721 of Official Records of said County; thence
3 along said curve through a central angle of 25°02'16" 364.89 feet, a radial to said curve
4 bears S 79°26'36" E; thence leaving said easterly line North 78° 42'48" East 38.52 feet;
5 thence South 43°52'49" East 15.00 feet; thence North 46°07'11" East 102.10 feet to the
6 **Point of Beginning.**

7
8 Containing 12.294 Acres, more or less.

9
10 As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

11
12 Prepared under my supervision

13
14  JULY 25, 2005
15
16 Kari J. Launen, PLS 5679 Date

17 PSOMAS
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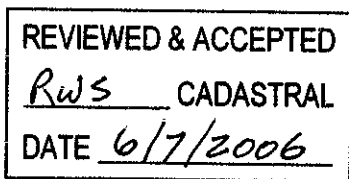


EXHIBIT B

PM 91-265
PMB 275/34-44

LOT 72

EDINGER AVE.

CHANNEL

REVIEWED & ACCEPTED
RWS CADASTRAL
DATE 6/7/2006

PARCEL F10-101
O.R. 6681/721

RS 97-1015
R.S.B. 165/31-39
IRVINE'S SUBDIVISION
MFM 1/88
RS 92-1023
R.S.B. 139/1-2
BLOCK 62
LOT 189

JAMBOREE ROAD

PARCEL OU-3

12.294 Acres
535,540 Sq. Ft.

CANYON

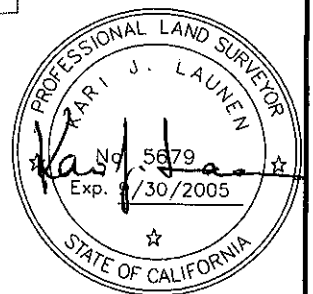
PETERS

SCALE: 1" = 200'
0 100' 200'
SCALE: 1" = 200'

C.L. MOFFET DRIVE
FORMERLY VALENCIA
AVENUE

CITY OF TUSTIN

LOT 196



DESCRIPTION: OU-3 COVENANT PARCEL

SHEET 1 OF 1

SCALE 1" = 200'

MCAS-TUSTIN

P S O M A S

3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

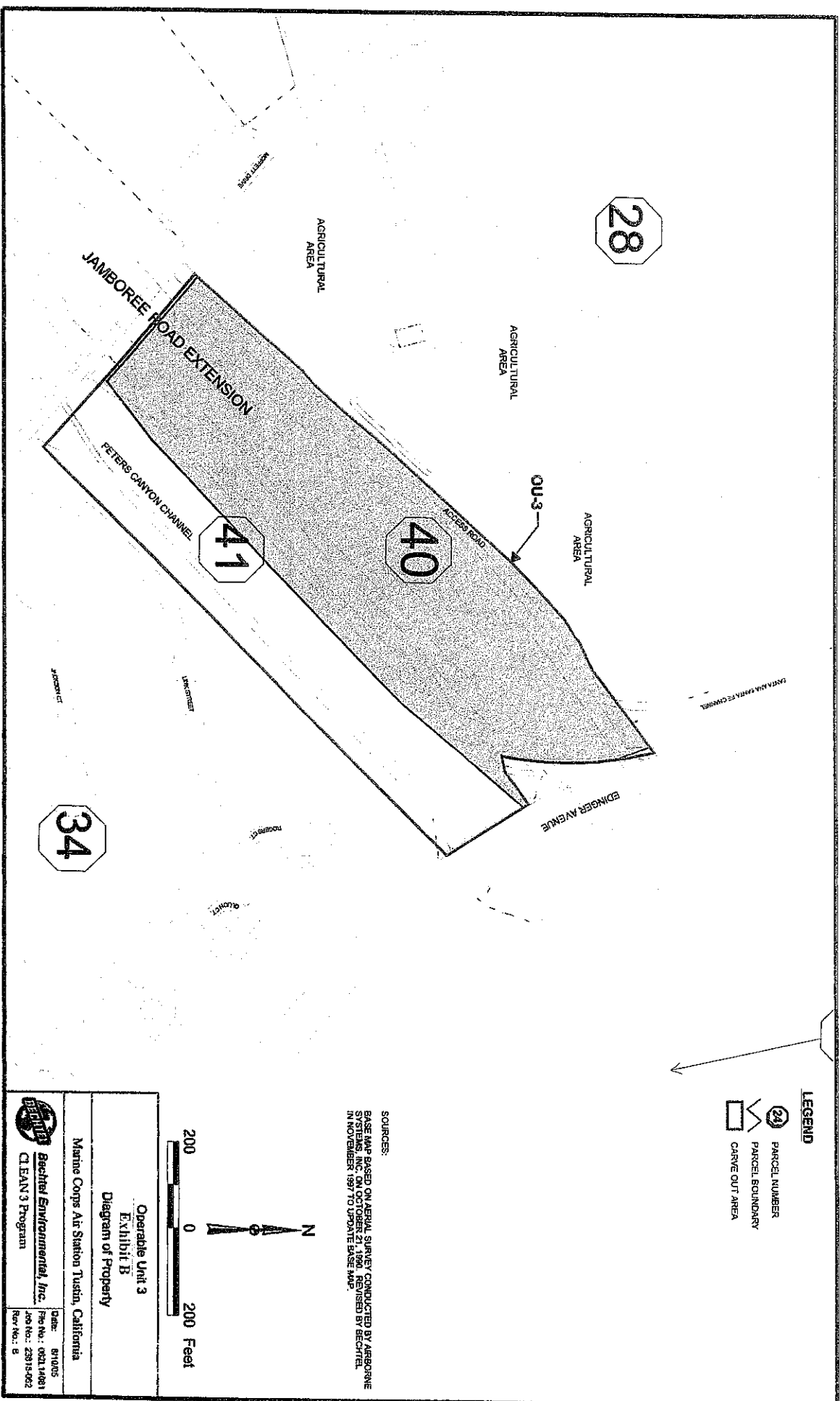
DRAFTED ROM

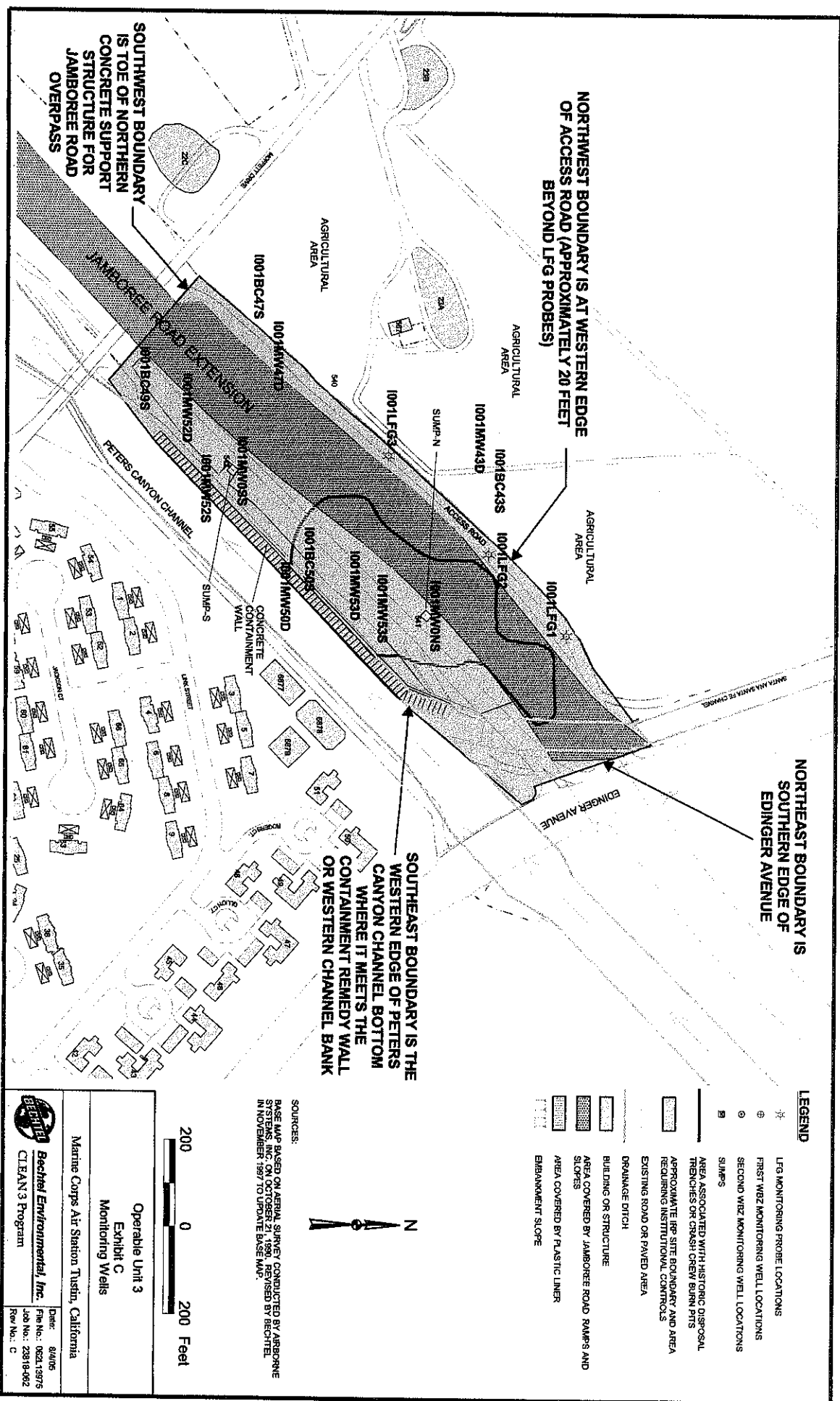
CHECKED PJF

DATE JULY 25, 2005

JOB

NUMBER 2NAV050101





LEGEND

- LFG MONITORING PROBE LOCATIONS
- FIRST WBEZ MONITORING WELL LOCATIONS
- SECOND WBEZ MONITORING WELL LOCATIONS
- SLURPS
- AREA ASSOCIATED WITH HISTORIC DISPOSAL TRENCHES OR CRASH CREW BURN PITS
- APPROXIMATE HP SITE BOUNDARY AND AREA REQUIRING INSTITUTIONAL CONTROLS
- EXISTING ROAD OR PAVED AREA
- DRAINAGE DITCH
- BUILDING OR STRUCTURE
- AREA COVERED BY JAMBOREE ROAD RAMPS AND SLOPES
- AREA COVERED BY PLASTIC LINER
- EMBANKMENT SLOPE

SOURCES:

BASE MAP BASED ON AERIAL SURVEY CONDUCTED BY AIRBORNE SYSTEMS, INC. ON OCTOBER 21, 1990, REVISED BY BECHTEL IN NOVEMBER 1997 TO UPDATE BASE MAP.



Operable Unit 3
Exhibit C
Monitoring Wells

Marine Corps Air Station Tustin, California

Bechtel Environmental, Inc.
CLEAN3 Program

Date: 8/4/06
File No.: 0621.1975
Job No.: 2318-002
Rev No.: C

Section 5 Land-Use Restriction Monitoring, Reporting, and Self-Certification

Table 5-2
Institutional Controls Annual Field Inspection Log (for Transferee use)

Land-Use Restriction Checklist: Provide descriptions and comments on separate pieces of paper and attach.	
Inspected by: _____	Date: _____
(name, affiliation, address, and telephone number)	
1. Structures in the area containing the containment remedy: Is the area containing the containment remedy being used as a residence, hospital for humans, a school for persons under 21 years of age, a day care center for children, or any permanently occupied human habitation other than those used for industrial purposes? YES / NO (circle one). If yes, describe. Has there been any construction of facilities or structures, or appurtenances on the surface of the area containing the containment remedy since the last inspection? YES / NO (circle one). If yes, was prior written approval obtained from the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity? YES / NO (circle one). Describe. If yes, was construction conducted in accordance with the approved plan?	
2. Land-disturbing activities and potential for damaging the geotextile liner (excavations greater than 5 feet below ground surface): Is there evidence of land-disturbing activity on the surface of the area containing the containment remedy? YES / NO (circle one). If yes, what was the depth of the excavation? _____ feet. If the excavation was greater than 5 feet below ground surface: (a) Was prior review and written approval obtained from the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity? YES / NO (circle one). (b) Was the excavation undertaken in accordance with any and all applicable conditions of approval? YES / NO (circle one). (c) Were necessary measures taken to locate the depth of the geotextile liner prior to the excavation to prevent damage to the geotextile liner? YES / NO (circle one). (d) Was the geotextile liner or waste encountered in the course of any excavation? YES / NO (circle one). If yes, when did it occur (date, time)? _____. At what depth below land surface was it encountered? _____. Was the excavation stopped immediately? YES / NO (circle one). Were the DON, DTSC, and RWQCB notified by the party responsible for the excavation? YES / NO (circle one). If yes, describe how and when the notifications occurred.	
3. Land-disturbing activities and potential for damaging the geotextile liner (shallow excavations to a depth not greater than 5 feet below the ground surface, or to the geotextile liner, whichever is closer to the ground surface): If the excavation was to a depth not greater than 5 feet below the ground surface: (a) Were necessary measures taken to locate the depth of the geotextile liner prior to the excavation to prevent damage to the geotextile liner? YES / NO (circle one). (b) Was the geotextile liner or waste encountered in the course of any excavation? YES / NO (circle one). If yes, when did it occur (date, time)? _____. At what depth below ground surface was it encountered? _____. Was the excavation stopped immediately? YES / NO (circle one). Were the DON, DTSC, and RWQCB notified by the party responsible for the excavation? YES / NO (circle one). If yes, describe how and when the notifications occurred.	

Exhibit D
Institutional Controls Annual
Field Inspection Log

Section 5 Land-Use Restriction Monitoring, Reporting, and Self-Certification

Table 5-2 (continued)

4. Irrigation and landscaping activities:
Is there evidence of irrigation, landscaping, or planting activities within the area of the containment remedy? YES / NO (circle one).
If yes, was an irrigation and landscaping plan submitted, reviewed, and approved in writing by the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity prior to conducting this activity? YES / NO (circle one). Describe.
If yes, were the irrigation, landscaping, and planting activities conducted in accordance with the approved plan?
5. Groundwater extraction:
Has any groundwater been extracted within the area of the containment remedy? YES / NO (circle one).
Are there any new groundwater wells installed within the area of the containment remedy since the last inspection? YES / NO (circle one).
If yes, was prior review and written approval obtained from the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity? YES / NO (circle one). Describe.
If yes, were the wells installed in accordance with any applicable conditions of approval?
6. Monitoring equipment:
Have any of the following items located within the area of the containment remedy been removed or damaged: French drain system, sumps, monitoring wells and associated monitoring equipment, survey monuments, landfill gas probes, signs describing use restrictions, fencing, or other related equipment? YES / NO (circle one).
If they were removed or damaged, was prior review and written approval obtained from the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity? YES / NO (circle one). Describe.
If yes, were they removed or managed in accordance with any applicable conditions of approval?
7. Adjacent monitoring equipment:
Have any of the following items located adjacent to the area of the containment remedy been removed or damaged: monitoring wells and associated monitoring equipment, survey monuments, signs describing use restrictions, fencing, or other related equipment? YES / NO (circle one).
If they were removed or damaged, was prior review and written approval obtained from the DON, DTSC, RWQCB, and other regulatory agencies that have jurisdiction over the proposed activity? YES / NO (circle one). Describe.
If yes, were they removed or managed in accordance with any applicable conditions of approval?
I hereby certify that the information contained in this report is true and accurate based upon information and belief following a reasonable inquiry.
Name: _____
Signature: _____
Title: _____
Date: _____

Acronyms/Abbreviations:

DON – Department of the Navy

DTSC – (California Environmental Protection Agency) Department of Toxic Substances Control

RWQCB – (California) Regional Water Quality Control Board

Exhibit D

Institutional Controls Annual
Field Inspection Log

Final LUCICP – Operable Unit 3, MCAS Tustin

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